

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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OFFICE SOLUTION GROUP, LLC,

Plaintiff,
-against-

20 CIVIL 4736 (GHW)

JUDGMENT

NATIONAL FIRE INSURANCE COMPANY
OF HARTFORD,

Defendant.

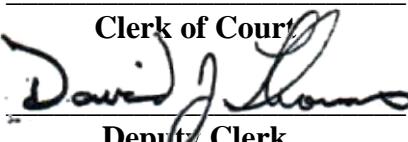
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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Memorandum Opinion and Order dated June 11, 2021, The language of the Policy is unambiguous and bars Plaintiff from coverage. The Business Property Coverage terms of the Policy cover direct physical damage or loss, and the Civil Authority Coverage terms of the Policy cover losses when civil authorities prohibit entrance onto the covered property due to direct physical damage to neighboring properties. Plaintiff has failed to allege that either of those occurred, and instead only alleges loss of use and limited access to the covered property due to the threat of COVID-19. Furthermore, Plaintiff is not entitled to coverage because the Policy's Microbe Exclusion explicitly excludes coverage for damages caused by "any virus," which includes the COVID-19 virus. For those reasons, Defendant's motion to dismiss the amended complaint is GRANTED, and judgment is entered for Defendant; accordingly, this case is closed.

Dated: New York, New York

June 11, 2021

RUBY J. KRAJICK

BY: 
Deputy Clerk

Clerk of Court